# 2016 EXHIBITOR AGREEMENT

| Orlando | Dallas | Chicago |
|---|---|---|
| **January 4-6** | **February 9-11** | **July 12-14** |
| (Monday-Wednesday) | (Tuesday-Thursday) | (Tuesday-Thursday) |

## 1. Company Information

Thank you for reserving exhibit space at the *ASI Shows* in 2016.

Company _____ asi/ _____

Street Address _____

City _____ State/Province _____ Zip/Postal Code _____

Phone _____ Fax _____ Email _____

Show Contact _____ Title _____

## 2. Booth Information

❑ **Orlando – $2,529** Booth numbers: _____ _____ # of booths reserved

❑ **Dallas – $2,529** Booth numbers: _____ _____ # of booths reserved

❑ **Chicago – $2,529** Booth numbers: _____ _____ # of booths reserved

**Subtotal:** _____

***See Section 5 for payment schedule***

**Place me in the:**

**Incentive Pavilion (❑ OR ❑ CH).....ASI Decorating Pavilion (❑ OR ❑ CH)**

In order to exhibit at the ASI Supplier Member rate, you must be an ASI Supplier Member at the time of exhibit application as well as at the time the *Show* is held.

**Member:** You may be billed for upcharges after booth assignment due to premium locations @ $199 each; corners and islands @ $399 per corner; aisle carpet, aisle span and hanging signs @ $199 per 10x10 booth in advance, $300 on site. You can request these special configurations during your booth selection; however, these charges may become automatic based on availability at time of reservation.

You are responsible for ensuring that the fees and any calculations are consistent with your selection. If you make an error, you agree that we can correct the error and charge you accordingly.

## 3. Booth Selection

| *All pricing is per a 10x10 booth. Explanation of Special Exhibit Options are available online at www.asishow.com/RulesRegs/index.html. | Orlando January 4-6, 2016 | Dallas February 9-11, 2016 | Chicago July 12-14, 2016 | Subtotal |
|---|---|---|---|---|
| Premium locations: $199 per booth | ❑ | ❑ | ❑ | |
| Corner(s): $399 per corner | ❑ | ❑ | ❑ | |
| Hanging sign*: $199 per booth in advance / $300 on site (Rigging not included) | ❑ | ❑ | ❑ | |
| Aisle span*: $199 per booth in advance / $300 on site | ❑ | ❑ | ❑ | |
| Aisle carpet*: $199 per booth in advance / $300 on site | ❑ | ❑ | ❑ | |
| Extended height*: $199 per booth in advance / $300 on site | ❑ | ❑ | ❑ | |

Please do not position my booth near the following companies: (List every competitor or company – do not list product lines – that you do not wish to appear next to or close to. You may be assigned next to or close to companies you do not list on this form.)

WEB 10/28/2015

Products to be exhibited (to be used when assigning booths) _____ **Subtotal:** _____

# Please fax pages 1 and 2 of this Agreement to: 215-953-3939

## 4. JOIN US AT OUR OTHER 2016 *ASI SHOW* EVENTS!

Check off the events that you would like to learn more about and your *ASI Show* Account Manager will be in touch.

### ASI Roadshow

- ❑ January 25-28, 2016 – Southeast Week
- ❑ February 22-25, 2016 – Pacific Northwest Week
- ❑ March 30-April 1, 2016 – Canada East Week
- ❑ April 11-15, 2016 – Midwest I Week
- ❑ April 25-28, 2016 – Midwest II Week
- ❑ May 23-26, 2016 – Great West Week
- ❑ June 6-9, 2016 – Canada West Week
- ❑ August 29-September 2 – Northeast Week
- ❑ September 12-15, 2016 – Florida Week
- ❑ September 26-29, 2016 – South Week

### Engage

- ❑ March 14-16, 2016 – Anaheim Marriott, Anaheim, CA
- ❑ May 9-11, 2016 – Marriott Marquis, New York, NY

### fASIlitate

- ❑ March 29-April 1, 2016 – The Signature at the MGM Grand, Las Vegas, NV
- ❑ April 6-8, 2016 – Hyatt Regency Huntington Beach Resort, Huntington Beach, CA
- ❑ June 14-17, 2016 – Gaylord Opryland Resort, Nashville, TN
- ❑ August 8-11, 2016 – The W, Ft. Lauderdale, FL
- ❑ September 26-29, 2016 – Montage Hotel, Park City, UT
- ❑ October 24-27, 2016 – Hotel Monteleone, New Orleans, LA

ASI SHOW EVENTS

ASI ROADSHOW | ASI SHOW | engage | fASIlitate

## 5. Payment Schedule

**NOTE: Balances are due using the following schedule for the 2016 *Shows*:**

### *ASI Show* Orlando

50% of booth cost is due with reservation, plus upcharges in full.

Final Payment Due.....9/7/15 (120 days)

### *ASI Show* Dallas

50% of booth cost is due with reservation plus upcharges in full.

Final Payment Due.....10/6/15 (120 days)

### *ASI Show* Chicago

$500 deposit is due with reservation.

Second Payment Due.....1/14/16 (180 days)

Final Payment Due.....3/14/16 (120 days)

Second payment includes 50% of total balance, plus any upcharge fees. Final payment is the remainder of your balance due (100%).

Full payments are due 120 days prior to the *Show*.

Note: Any booth upcharges will be charged with first balance due.

## 6. Company Authorization — Please Sign Below

An official exhibitor service manual will be made available to exhibitors approximately 60 days before each *Show*. **The undersigned hereby makes application for exhibit space and agrees to abide by all accompanying exhibit Terms and Conditions on this Space Reservation Agreement (SRA) as well as the full Rules and Regulations located at http://www.asishow.com/rules-and-regulations/, the Exhibitor Service Manual and the SRA sections explaining the special offers available for reserving by specified deadlines. See Section 5 for payment schedule for this application. A $500 deposit per booth, per *Show*, must accompany this application. Applications without payment will not be assigned exhibit space until the appropriate payment is received.**

Name _____ asi/_____

Signature _____ Date_____

**Applications returned unsigned will result in a delay in processing.**

❑ Please use the credit card that *ASI Show* has on file.

❑ Please contact me about using a credit card.

This credit card will be used for future balances.

**TOTAL:** _____

❑ I do not want my company to receive faxes from or on behalf of the following companies: *ASI Show*, Freeman, RCS, Travel Planners and any person or entity providing goods or services related to operating a *Show* to the fax numbers listed in this document. I also do not consent for my company to receive faxes from or on behalf of ASI to the fax numbers listed in this document.

# *ASI Show* Space Reservation Agreement Terms and Conditions

This contract is a commitment to exhibit with non-refundable payments. This application for booth space becomes an official Agreement when signed by an agent of my Company. The use of "My", "You", "Your" or "We" means You or Your Company for which You are signing this Agreement. We, as an exhibitor, agree to the following statements:

Booths may not be re-sold, transferred or assigned. Only the company completing the front of this form may show the products it sells to distributors in the booth.

You may not conduct business outside of Your booth(s) or solicit business from other exhibitors. Distribution of samples and printed material or other promotional items is restricted to Your booth(s).

You are responsible for Your booth, the material that You ship to and from the *Show* and the material in Your booth. Consequently, You should have appropriate insurance.

The *ASI Show* ("*Show*") reserves the rights to reject, eject or prohibit any exhibit in whole or in part, with or without giving cause. *Show* liability for rejection without giving cause shall be limited to a refund to You of the amount of fees unearned at the time of ejection. However, if You or Your exhibit is ejected for violation of these rules or for any other stated reason (with cause), no return of fees will be made.

You are expressly forbidden from dismantling or packing any portion of Your exhibit booth prior to the official show closing. Violations may result in the loss of *Show* priority points, participation in future *Shows* and/or a $500 fee.

**Booth Fees:** Additional upcharges for special booth positions and options are listed on the front of this form and described in the section below. These fees will be added to Your charges when Your booths are assigned.

*Show* requires a deposit with Space Reservation Agreement. Agreements without payment will not be processed, without exception. Methods of payment include Visa, MasterCard, Discover or American Express. Deposits are non-refundable and non-creditable.

Additional booth space will be at the then current price. Any reduction in Your booth space will result in a loss of any discounts and the forfeiture of Priority Points.

There are no refunds for cancellations for the *ASI Shows*. All cancellations must be made in writing to *Show* management.

If You do not pay Your invoice by the due date, You will not receive any applicable discounts or Priority Points. Accounts 30 days past due will pay current booth pricing. Accounts past due will be assessed 1.5% interest per month.

All *ASI Show* three-show exhibitors who pay their full booth balance per the terms of this agreement, by September 30, 2015, will receive free shipping and storage between consecutive *ASI Shows*.

**Cancellation Timetable (deposits are not part of amount credited):**

| Deadline Before Show | Percentage Credited after Deposit |
|---|---|
| 180 days | 50% |
| 120 days | 25% |
| Less than 90 days | 0% |

**Cancellation of Booth Space:** See the cancellation table for policies involving partial credit for cancellations. Deposits are not refundable, non-transferable or credited. All cancellations will lose any Priority Points given for the *Show*. Any exhibitor who has reserved a booth and does not attend *Show* without notifying *Show* management in writing a minimum of 90 days before the *Show* will be charged the full, non-discounted fee for the booth space as well as $1,000 per 10' x 10' booth to cover costs incurred by *Show* including those associated with decorating the booth space, moving other exhibitors, and other costs. All amounts forfeited are considered to be liquidated and agreed upon damages for injuries that *Show* will suffer as a result of Your cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it will cause *Show* to sustain damages. In this situation, *Show* damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date *Show* receives the written notice. Regardless of when Your cancellation is received, You remain responsible for the full contract amount. However, You will receive a credit in accordance with the Cancellation Timetable set forth above. *Show* reserves the right to treat Your downsizing of booth space as cancellation of the original space and purchase of new booth space. You may be required to move to a new location if You request a downsizing of space. Any amount credited to You by *Show* can only be used towards *Show* booth balance or advertising at a *Show* within 12 months of the cancellation.

**Booth Assignments:** Booth Selection Forms and show floor plans will be made available to You based on Your accrued Priority Points. Be sure to return Your Agreement now, so You will be included in the appropriate mailing and receive the best booth selection opportunity. You agree that *Show* in its sole discretion has the final say concerning the layout of the show floor. You also agree that *Show* has the right to relocate exhibitors for any reason.

**Exhibit space will be assigned from a Booth Selection Form based on:** 1) Priority Points; 2) Square footage; 3) Date Space Reservation Form is received (see Booth Assignments); 4) Proximity to competitors

**Show Program Directory and Promotion:** Your listings will be taken from the Directory Listing Form which must be returned to *Show*. *Show* is not responsible for errors or omissions in the directory listings (no refunds or credits will be issued).

**Fire and Safety Laws:** Federal, State and City Laws must be strictly observed. Cloth decorations must be flame proof. Wiring must comply with fire department's and underwriter's rules. Smoking in exhibits is forbidden. Crowding will be restricted. Exhibits cannot block aisles and fire exits. Storage of any kind behind Your booth or behind Your back wall is strictly forbidden. A full listing of these fire and safety regulations will be found in the Exhibitor Service Manual.

**Visual and Audio Recording Rights:** All visual and audio recording rights in *Show* are reserved to *Show* or its affiliates. Any displayed item within Your booth may be recorded by *Show* or its affiliates for future use. No recording of booths, other than Your own, is permitted at any time. Your booth space, exhibit and personnel may be recorded by *Show* or its affiliates before, during or after the open hours of the *Show* for any *Show* or its affiliates use.

**Outside Exhibits/Hospitality Suites:** Without express written approval from *Show*, You may not display products/services and/or other advertising material in areas outside Your booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. You may not conduct unauthorized facility tours.

You also agree not to operate hospitality suites, or hold any other functions open to attendees, during *Show* hours or when *Show* sponsored activities are being held. Only exhibitors may host a hospitality function in an official *Show* hotel. All requests for a hospitality suite or public function space must be made through *Show*.

**Listings and Promotional Materials:** By exhibiting at the *Show*, You grant to *Show* or its affiliates a fully paid, perpetual non-exclusive license to use, display and reproduce Your name, trade names and product names in any directory (print, electronic or other media) listing Your Company at the *Show* and to use such name in *Show* or its affiliates promotional materials. *Show* shall not be liable for any errors in any listing or descriptions, or for omitting You from the *Show* program or other lists or materials. *Show* management reserves the right to edit and/or delete *Show* program submissions. Companies not current with payment will not be included in the *Show* program.

**Booth Package:** You will receive the "Advantage Booth Package" at no charge. This includes:

a. Pipe, drape, aisle and booth carpet
b. Cleaning (including booth carpet vacuuming before the *Show* opens)
c. 2-line identification sign
d. Exhibitor badges

**Priority Points:** All Priority Points are accumulated per *Show*. To receive Priority Points, You must pay all invoices on time. Failure to pay on time will result in the forfeiture of Priority Points.

If for any reason You do not maintain or lose Your ASI supplier member status, You will forfeit all Priority Points that You have earned.

Non ASI supplier members permitted to exhibit at *Shows* do not receive Priority Points or discounts. As a non-ASI member, You are able to exhibit one (1) time only prior to becoming an ASI member. The cost of a 10'x10' booth is the standard rate in addition to the non-member charge of $500. When a non-member supplier becomes a member within ninety (90) days of exhibiting, the $500 fee will be applied towards ASI membership.

**Charter Status:** Charter exhibitors are ASI supplier members who participated in the first *ASI Show* in 1998. In order to maintain Charter Exhibitor status, charter exhibitors must exhibit at a minimum of one *ASI Show* per year.

**Assumption of Risks; Releases:** You expressly assume all risks associated with, resulting from or arising in connection with Your participation at the *Show* including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. You have sole responsibility for Your property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), you waive any subrogation claims that Your insurer may have. Neither *Show* or the exhibit facility accepts responsibility, nor is a bailment created for property delivered by or to You. Neither *Show* or the exhibit facility shall be liable for, and You hereby release all of them from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph.

*Continued on next page*

# *ASI Show* Space Reservation Agreement Terms and Conditions

**Indemnification:** You shall indemnify, defend (with legal counsel satisfactory to *Show*), and hold *Show*, its affiliates, and the exhibit facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from, or arise out of or in connection with: (a) Your participation or presence at the *Show*; (b) any breach by You of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which You are otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from Your actions; (f) harm or injury (including death) to You; and (g) loss of or damage to Your property, Your business, or Your profits, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**Qualifications of Exhibitor:** *Show*, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the *Show*. Eligibility is generally limited to ASI listed Supplier members, who are in good standing with *Show* and current in payment of charges invoiced by *Show*. *Show* reserves the right to restrict or remove any exhibit which *Show*, in its sole discretion, believes is objectionable or inappropriate. Suppliers that are not listed with ASI and that are a distributor or affiliated with a distributor may not exhibit at *Show*.

Except for first-time exhibitors or other exceptions noted in the Terms and Conditions, to exhibit at *Show* and receive ASI supplier member prices, the exhibitor must be an ASI supplier member in good standing at the time of application, as well as at the time the *Show* is held.

**Cancellation by *Show*:** If You fail to make a payment required by this contract in a timely manner, *Show* may terminate this contract (and Your participation in the *Show*) without further notice and without obligation to refund monies previously paid. *Show* reserves the right to refuse You permission to move in and set up an exhibit if You are in arrears of a payment due to *Show*.

*Show* is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing You from any liability hereunder. *Show* may also terminate this contract, effective upon written notice of termination, if You breach any of Your obligations under this contract, without any obligation on the part of *Show* to refund any payments previously made and without releasing You from any liability arising as a result of, or in connection, with such breach.

**Cancellation of the *Show*:** If *Show* cancels the *ASI Show* due to circumstances beyond its reasonable control (for example: acts of God, acts of war, act of terrorism, earthquake, government emergency, or government actions, labor actions or unavailability of the Exhibit Facility), *Show* shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of *Show* to Exhibitor. *Show* reserves the right to cancel, re-name or relocate *Show* or change the dates of the *ASI Show* that are not more than 90 days earlier or 90 days later than the dates on which the *ASI Show* was originally scheduled to be held. If *Show* should take such action, no refund will be due to the Exhibitor, but *Show* shall assign to the Exhibitor, in lieu of the original space, such other space as *Show* deems appropriate and the Exhibitor agrees to use such space under the terms of this contract. If *Show* removes or restricts an exhibit which it considers objectionable or inappropriate, no refund will be due to the Exhibitor. If *Show* elects to cancel the *ASI Show* other than for such a reason previously described in this paragraph, *Show* shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of *Show* to Exhibitor.

**Copyrighted Materials:** You shall not play or permit the playing or performance of, or distribution of any copyrighted material at the *Show*, unless You have obtained all necessary rights and paid all required royalties, fees or other payments.

**Observance of Laws:** You shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the exhibit facility (including any union labor work rules). Without limiting the foregoing, You shall construct Your exhibits to comply with the Americans with Disabilities Act.

**Taxes and Licenses:** You shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the *Show*. You shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the *Show*.

**Insurance:** You shall, at Your own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below, as well as any additional Event-specific insurance to be outlined in the Exhibitor Service Manual.

Workers' Compensation Insurance: Workers' Compensation Insurance complying with all federal laws and laws of the state in which the Event is being held.

Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate, combined single limit for bodily injury and property damages, including coverage for personal injury, contractual and operation of mobile equipment, products and liquor liability (if applicable).

Automobile Liability Insurance with limits not less than $500,000 each occurrence, combined single-limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insured *Show* and each of its subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to *Show* shall be furnished to *Show* thirty (30) days before the first day of the *Show*. The Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days advance written notice to *Show*.

**Additional Terms and Conditions:** *Show* has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by You shall be deemed fully earned and non-refundable at the time of payment. You shall conduct Yourself at all times in accordance with normal standards of decorum and good taste.

In addition to its right to close an exhibit and withdraw acceptance of the contract, *Show* in its sole judgement, may refuse to consider You for participation in future *Shows* if You violate or fail to abide by the contract and any of the accompanying rules and regulations.

Any amendment to this contract must be in writing and signed by an authorized representative of *Show*. You may not assign this contract or any right hereunder, nor may You sublet or license all or any portion of Your exhibit space. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents You submit to the *Show*. No presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by a particular party.

You agree if the *Show* takes legal action to enforce this Agreement, You shall be responsible for all reasonable costs, including attorney fees, for such enforcement.

Non-member exhibitors cannot attend the *ASI Show* Gala.

Any leads or contact information You obtain from exhibiting at an *ASI Show* or ASI activity cannot be provided to or used by or for a competitor of ASI or *ASI Show*.

**Incorporation of Rules and Regulations:** Any and all matters pertaining to the *Show* and not specifically covered by the terms and conditions of this contract shall be subject to determination by *Show* in its sole discretion. *Show* may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to You. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. You shall observe and abide by additional regulations made by *Show* as soon as these additional rules or regulations are communicated to You. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by *Show* from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

**Disclaimer of Liability:** *ASI SHOW* DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. *ASI SHOW* MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE NUMBER OF PEOPLE OR EXHIBITORS WHO WILL ATTEND AN *ASI SHOW* OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS. IN NO EVENT SHALL *ASI SHOW* BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF *ASI SHOW* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF *ASI SHOW* EXCEED THE BOOTH FEES PAID.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflicts of law. The parties agree to submit to the exclusive personal jurisdiction and venue of the state courts in Bucks County, Pennsylvania or the federal court in the Eastern District of Pennsylvania for disputes relating to, or concerning this Agreement.